

**FOURTH AMENDMENT TO THE HOST COMMUNITY AGREEMENT
BY AND BETWEEN CITY OF SPRINGFIELD, MASSACHUSETTS AND
BLUE TARP
REDEVELOPMENT, LLC**

This Amendment dated July 24, 2018 is made to the Host Community Agreement By and Between City of Springfield, Massachusetts (the "City") and Blue Tarp reDevelopment, LLC ((the "Developer") and collectively with the City, (the "Parties"¹)) as of May 14, 2013 as amended (collectively, the "Agreement").

WHEREAS, pursuant to the terms of the Agreement the Parties have agreed that the Developer shall use its best efforts to strive to achieve labor participation goals for the utilization of city residents so that no fewer than thirty-five percent (35%) of persons employed by the Developer at the Project² (the "HCA Residency Target") will be city residents at the time of their hire beginning with Operations Commencement and continuing through the Term;

WHEREAS, in furtherance of this obligation, the Developer has an obligation to file a report with the City, no later than 90 days following the end of the Developer's fiscal year, which outlines the Developer's compliance with the HCA Residency Target, among other compliance reporting obligations;

WHEREAS, the Developer has informed the City that the Developer's corporate human resources system is only configured to report residency as of the date of the report, and does not report regarding previous residences;

WHEREAS, a potential situation exists wherein an employee of the Developer may reside in the City at the time of hire, but move outside the City after hire and if this situation were to occur the Developer's tracking of residency would no longer show the employee as a resident of the City despite the employee being a resident of the City at the time of hire;

WHEREAS, the City and the Developer have agreed that the intent of the residency obligation was to ensure best efforts to employ residents of the City during the entirety of the Term;

WHEREAS, the City and the Developer have determined that it is necessary to amend the Host Community Agreement to reflect this timing of City residency;

WHEREAS, the Parties wish to amend the Agreement as further provided below; and

NOW THEREFORE, for good and valuable consideration the Agreement is hereby amended as follows:

- (1) **Paragraph 7(a) in Exhibit C** to the Agreement shall be amended and replaced in its entirety as follows:


¹ MGM Springfield reDevelopment, LLC executed a Joinder to the Agreement.

² Capitalized terms not defined in this Fourth Amendment shall have the same definitions as in the Host Community Agreement.

“City Resident” means any person for whom the principal place of residence is located in the City as of the date of the Developer’s report as provided for in Section 6.1(d)(i). Proof of residence may include, but is not limited to, the following: a valid Massachusetts driver’s license indicating a City permanent residence, utility bills, proof of voter registration within the City or such other proof indicating a permanent residence within the City.

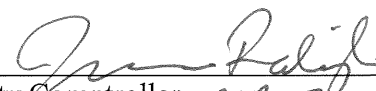
CITY OF SPRINGFIELD, MASSACHUSETTS,
a municipal corporation

Approved:




Chief Development Officer
Date Signed: 7/2/18

WJK Approved as to appropriation: ^{N/A}




City Comptroller *10000000*
Date Signed: 7/19/18

Approved as to
form:




Edward Pikula, City Solicitor
Date Signed: 7/19/18

Reviewed:



Chief Administrative and
Financial Officer
Date Signed: 7/24/18

APPROVED:



DOMENIC J. SARNO, MAYOR
Date Signed: 7/24/18

BLUE TARP reDEVELOPMENT, LLC, a Massachusetts
limited liability company,



MICHAEL MATHIS, President and Chief Operating Officer

Dated Signed: 6/22/18

MGM SPRINGFIELD reDEVELOPMENT, LLC, a
Massachusetts limited liability company,



MICHAEL MATHIS, Authorized Signatory

Dated Signed: 6/22/18

5



City Contract # 20131059
Amendment #4

Blanket Contract

City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of BLANKET CONTRACTS during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			KK	7/6/18 to Law
City Comptroller	NKL	7/13/18	NKL	7/19/18
Law (LKTB)	AK	7/19/18	AK	7/21/18
CAFO	JMM	7-20-18	JMM	7-22-18
Mayor	BJ	7/24/18	BJ	7/24/18
City Comptroller				7/25/18
Law				

Vendor No.: 10931 Blanket Contract No.: 20131059 Blanket Contract Date:

Blanket Contract Amt.: \$0.00 Issue Date: Renewal Date:

Appropriation Code1: revenue
Appropriation Code2:
Appropriation Code3:
Appropriation Code4:

Description of Funding Source: N/A

Bid No.: 20131059 Requisition No.: PO No.:

Vendor Name: Blue Tarp reDevelopment

Blanket Contract Type: Community Host Agreement Amendment #4

Blanket Contract Purpose: Labor participation goals for the utilization of city residents - language change

Originating Dept.: Law

Expiration Date: Amendment Date: 6-2018 Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment #4 Extension